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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

OLIVIA T.,

Plaintiff,

v.

JAMES BOUKNIGHT; and DOES 1 to
10, inclusive,

Defendants.

Case No. 2:24-cv-09736-AH-RAO

**STIPULATED PROTECTIVE
ORDER**

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than pursuing this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve sensitive health information about each party
13 for which special protection from public disclosure and from use for any purpose
14 other than prosecution of this action is warranted. Such confidential and proprietary
15 materials and information consist of, among other things, each party's medical
16 records and confidential communications between each of the parties and their
17 respective healthcare professionals. In addition, Defendant is a public figure whose
18 brand and reputation in his field of work would be damaged in the event his
19 medical records or other sensitive information are published.

20 Accordingly, to expedite the flow of information, to facilitate the prompt
21 resolution of disputes over confidentiality of discovery materials, to adequately
22 protect information the parties are entitled to keep confidential, to ensure that the
23 parties are permitted reasonably necessary uses of such material in preparation for
24 and in the conduct of trial, to address their handling at the end of the litigation, and
25 serve the ends of justice, a protective order for such information is justified in this
26 matter. It is the intent of the parties that information will not be designated as
27 confidential for tactical reasons and that nothing be so designated without a good
28 faith belief that it has been maintained in a confidential, non-public manner, and

1 there is good cause why it should not be part of the public record of this case.

2 **C. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

3 The parties further acknowledge, as set forth in Section 12.3, below, that this
4 Stipulated Protective Order does not entitle them to file confidential information
5 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
6 and the standards that will be applied when a party seeks permission from the court
7 to file material under seal.

8 There is a strong presumption that the public has a right of access to judicial
9 proceedings and records in civil cases. In connection with non-dispositive motions,
10 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
11 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
12 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
13 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
14 require good cause showing), and a specific showing of good cause or compelling
15 reasons with proper evidentiary support and legal justification, must be made with
16 respect to Protected Material that a party seeks to file under seal. The parties' mere
17 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
18 without the submission of competent evidence by declaration, establishing that the
19 material sought to be filed under seal qualifies as confidential, privileged, or
20 otherwise protectable—constitute good cause.

21 Further, if a party requests sealing related to a dispositive motion or trial,
22 then compelling reasons, not only good cause, for the sealing must be shown, and
23 the relief sought shall be narrowly tailored to serve the specific interest to be
24 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
25 2010). For each item or type of information, document, or thing sought to be filed
26 or introduced under seal, in connection with a motion, dispositive motion, other
27 filing or trial, the party seeking protection must articulate compelling reasons,
28 supported by specific facts and legal justification, for the requested sealing order.

1 Again, competent evidence supporting the application to file documents under seal
2 must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in
4 its entirety will not be filed under seal if the confidential portions can be redacted.
5 If documents can be redacted, then a redacted version for public viewing, omitting
6 only the confidential, privileged, or otherwise protectable portions of the document,
7 shall be filed. Any application that seeks to file documents under seal in their
8 entirety should include an explanation of why redaction is not feasible.

9 **2. DEFINITIONS**

10 2.1. Action: this pending federal lawsuit, venued in the District Court for
11 the Central District of California, entitled *Olivia T. v. James Bouknight, et al.*, Case
12 No. 2:24-cv-09736-AH-RAO.

13 2.2. Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3. "CONFIDENTIAL" Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
18 the Good Cause Statement.

19 2.4. Counsel: Counsel of Record (as well as their support staff).

20 2.5. Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 "CONFIDENTIAL."

23 2.6. Disclosure or Discovery Material: all items or information, regardless
24 of the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced
26 or generated in disclosures or responses to discovery.

27 2.7. Expert: a person with specialized knowledge or experience in a matter
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2 2.8. Non-Party: any natural person, partnership, corporation, association or
3 other legal entity not named as a Party to this action.

4 2.9. Party: any party to this Action, including all of its officers, directors,
5 employees, consultants, retained experts, and Outside Counsel of Record (and their
6 support staffs).

7 2.10. Producing Party: a Party or Non-Party that produces Disclosure or
8 Discovery Material in this Action.

9 2.11. Professional Vendors: persons or entities that provide litigation
10 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)
12 and their employees and subcontractors.

13 2.12. Protected Material: any Disclosure or Discovery Material that is
14 designated as "CONFIDENTIAL."

15 2.13. Receiving Party: a Party that receives Disclosure or Discovery
16 Material from a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Stipulation and Order cover not only
19 Protected Material (as defined above), but also (1) any information copied or
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or
21 compilations of Protected Material; and (3) any testimony, conversations, or
22 presentations by Parties or their Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial shall be governed by the orders of the
24 trial judge and other applicable authorities. This Order does not govern the use of
25 Protected Material at trial.

26 **4. DURATION**

27 Once a case proceeds to trial, information that was designated as
28 CONFIDENTIAL or maintained pursuant to this protective order used or

1 introduced as an exhibit at trial becomes public and will be presumptively available
2 to all members of the public, including the press, unless compelling reasons
3 supported by specific factual findings to proceed otherwise are made to the trial
4 judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing
5 “good cause” showing for sealing documents produced in discovery from
6 “compelling reasons” standard when merits-related documents are part of court
7 record). Accordingly, the terms of this protective order do not extend beyond the
8 commencement of the trial.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1. Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Non-Party that designates information or items for protection under
12 this Order must take care to limit any such designation to specific material that
13 qualifies under the appropriate standards. The Designating Party must designate for
14 protection only those parts of material, documents, items or oral or written
15 communications that qualify that other portions of the material, documents, items
16 or communications for which protection is not warranted are not swept
17 unjustifiably within the ambit of this Order.

18 Mass, indiscriminate or routinized designations are prohibited. Designations
19 that are shown to be clearly unjustified or that have been made for an improper
20 purpose (e.g., to unnecessarily encumber the case development process or to
21 impose unnecessary expenses and burdens on other parties) may expose the
22 Designating Party to sanctions.

23 If it comes to a Designating Party’s attention that information or items that it
24 designated for protection do not qualify for protection, that Designating Party must
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 5.2. Manner and Timing of Designations. Except as otherwise provided in
27 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material
28 that qualifies for protection under this Order must be clearly so designated before

1 the material is disclosed or produced.

2 Designation in conformity with this Order requires:

3 a) for information in documentary form (e.g., paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), that the Producing Party affix at a minimum, the legend
6 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
7 contains protected material. If only a portion of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s)
9 (e.g., by making appropriate markings in the margins).

10 A Party or Non-Party that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and
13 before the designation, all of the material made available for inspection shall be
14 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine
16 which documents, or portions thereof, qualify for protection under this Order. Then,
17 before producing the specified documents, the Producing Party must affix the
18 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
19 portion of the material on a page qualifies for protection, the Producing Party also
20 must clearly identify the protected portion(s) (e.g., by making appropriate markings
21 in the margins).

22 b) for testimony given in depositions, that the Designating Party
23 identifies the Disclosure or Discovery Material on the record, before the close of
24 the deposition all protected testimony.

25 c) for information produced in some form other than documentary
26 and for any other tangible items, that the Producing Party affix in a prominent place
27 on the exterior of the container or containers in which the information is stored the
28 legend “CONFIDENTIAL.” If only a portion or portions of the information

1 warrants protection, the Producing Party, to the extent practicable, shall identify the
2 protected portion(s).

3 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such
6 material. Upon timely correction of a designation, the Receiving Party must make
7 reasonable efforts to assure that the material is treated in accordance with the
8 provisions of this Order.

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order.

13 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37-1 et seq.

15 6.3. Joint Stipulation. Any challenge to confidentiality designations the
16 parties must formulate a written stipulation unless otherwise ordered by the Court.
17 The stipulation must be filed and served with the notice of motion pursuant to Local
18 Rule 37-2.

19 6.4. The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
22 parties) may expose the Challenging Party to sanctions. Unless the Designating
23 Party has waived or withdrawn the confidentiality designation, all parties shall
24 continue to afford the material in question the level of protection to which it is
25 entitled under the Producing Party's designation until the Court rules on the
26 challenge.

27 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

28 7.1. Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this
2 Action only for prosecuting, defending, or attempting to settle this Action. Such
3 Protected Material may be disclosed only to the categories of persons and under the
4 conditions described in this Order. When the Action has been terminated, a
5 Receiving Party must comply with the provisions of section 13 below (FINAL
6 DISPOSITION). Protected Material must be stored and maintained by a Receiving
7 Party at a location and in a secure manner that ensures that access is limited to the
8 persons authorized under this Order.

9 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 "CONFIDENTIAL" only to:

13 a) the Receiving Party's Counsel of Record in this Action, as well
14 as employees of said Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this Action;

16 b) Experts (as defined in this Order) of the Receiving Party to
17 whom disclosure is reasonably necessary for this Action and who have signed the
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 c) the court and its personnel;

20 d) court reporters and their staff;

21 e) professional jury or trial consultants, mock jurors, and
22 Professional Vendors to whom disclosure is reasonably necessary for this Action
23 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
24 A);

25 f) the author or recipient of a document containing the information
26 or a custodian or other person who otherwise possessed or knew the information;

27 g) during their depositions, witnesses, and attorneys for witnesses,
28 in the Action to whom disclosure is reasonably necessary provided: (1) the

1 deposing party requests that the witness sign the form prior to disclosure attached
2 as Exhibit A hereto; and (2) they will not be permitted to keep any confidential
3 information unless they sign the "Acknowledgment and Agreement to Be Bound"
4 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
5 court. Pages of transcribed deposition testimony or exhibits to depositions that
6 reveal Protected Material may be separately bound by the court reporter and may
7 not be disclosed to anyone except as permitted under this Stipulated Protective
8 Order; and

9 h) any mediators or settlement officers and their supporting
10 personnel, mutually agreed upon by any of the parties engaged in settlement
11 discussions.

12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
13 **PRODUCED IN OTHER LITIGATION**

14 If a Party is served with a subpoena or a court order issued in other litigation
15 that compels disclosure of any information or items designated in this Action as
16 "CONFIDENTIAL," that Party must:

17 a) promptly notify in writing the Designating Party. Such
18 notification shall include a copy of the subpoena or court order;

19 b) promptly notify in writing the party who caused the subpoena or
20 order to issue in the other litigation that some or all of the material covered by the
21 subpoena or order is subject to this Protective Order. Such notification shall include
22 a copy of this Stipulated Protective Order; and

23 c) cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be affected. If the
25 Designating Party timely seeks a protective order, the Party served with the
26 subpoena or court order shall not produce any information designated in this action
27 as "CONFIDENTIAL" before a determination by the court from which the
28 subpoena or order issued, unless the Party has obtained the Designating Party's

1 permission. The Designating Party shall bear the burden and expense of seeking
2 protection in that court of its confidential material and nothing in these provisions
3 should be construed as authorizing or encouraging a Receiving Party in this Action
4 to disobey a lawful directive from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 a) The terms of this Order are applicable to information produced by a
8 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
9 produced by Non-Parties in connection with this litigation is protected by the
10 remedies and relief provided by this Order. Nothing in these provisions should be
11 construed as prohibiting a Non-Party from seeking additional protections.

12 b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party shall:

16 1) promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 3) make the information requested available for inspection by the
23 Non-Party, if requested.

24 c) If the Non-Party fails to seek a protective order from this court within
25 14 days of receiving the notice and accompanying information, the Receiving Party
26 may produce the Non-Party's confidential information responsive to the discovery
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best
9 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
10 person or persons to whom unauthorized disclosures were made of all the terms of
11 this Order, and (d) request such person or persons to execute the "Acknowledgment
12 an Agreement to Be Bound" attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other
17 protection, the obligations of the Receiving Parties are those set forth in Federal
18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
19 whatever procedure may be established in an e-discovery order that provides for
20 production without prior privilege review. Pursuant to Federal Rule of Evidence
21 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
22 of a communication or information covered by the attorney-client privilege or work
23 product protection, the parties may incorporate their agreement in the stipulated
24 protective order submitted to the court.

25 **12. MISCELLANEOUS**

26 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.

28 12.2. Right to Assert Other Objections. By stipulating to the entry of this

1 Protective Order, no Party waives any right it otherwise would have to object to
2 disclosing or producing any information or item on any ground not addressed in
3 this Stipulated Protective Order. Similarly, no Party waives any right to object on
4 any ground to use in evidence of any of the material covered by this Protective
5 Order.

6 12.3. Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Local Civil Rule 79-5. Protected Material
8 may only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material. If a Party's request to file Protected Material under seal
10 is denied by the court, then the Receiving Party may file the information in the
11 public record unless otherwise instructed by the court.

12 **13. FINAL DISPOSITION**

13 After the final disposition of this Action, as defined in paragraph 4, within 60
14 days of a written request by the Designating Party, each Receiving Party must
15 return all Protected Material to the Producing Party or destroy such material. As
16 used in this subdivision, "all Protected Material" includes all copies, abstracts,
17 compilations, summaries, and any other format reproducing or capturing any of the
18 Protected Material. Whether the Protected Material is returned or destroyed, the
19 Receiving Party must submit a written certification to the Producing Party (and, if
20 not the same person or entity, to the Designating Party) by the 60-day deadline that
21 (1) identifies (by category, where appropriate) all the Protected Material that was
22 returned or destroyed and (2) affirms that the Receiving Party has not retained any
23 copies, abstracts, compilations, summaries or any other format reproducing or
24 capturing any of the Protected Material. Notwithstanding this provision, Counsel
25 are entitled to retain an archival copy of all pleadings, motion papers, trial,
26 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
27 and trial exhibits, expert reports, attorney work product, and consultant and expert
28 work product, even if such materials contain Protected Material. Any such archival

copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: March 24, 2025

LAW FIRM OF RIVERS J. MORRELL III


/s/
Rivers Morrell III
Attorneys for Plaintiff Olivia T.

Dated: March 24, 2025

FOX ROTHSCHILD LLP

/s/ Meeghan H. Tirtasaputra
Meeghan H. Tirtasaputra
Angela F. Ramson (*pro hac vice*)
Leron E. Rogers (*pro hac vice*)
Attorneys for Defendant
James Bouknight

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 3/25/2025


HON. ROZELLA A. OLIVER
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], with an address of

[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Olivia T. v. James Bouknight, et al.*, Case No. 2:24-cv-09736-AH-RAO. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of

[full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____